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CURRENT DECISIONS

ADMIRALTY—JURISDICTION—WORKMEN'S COMPENSATION—INJURY RECEIVED ON VESSEL SUBSEQUENT TO LAUNCHING BUT BEFORE COMPLETION.—The libellant was injured while employed by the defendant ship-building company in the construction of a vessel which had been launched but had not been completed. The employer and employee had impliedly assented to the provisions of the State Workmen's Compensation Law, and a portion of the libellant's wages had been regularly paid to the insurance fund. *Held*, (1) that admiralty has jurisdiction over a proceeding to recover damages resulting from a tort committed on an incompleated vessel lying in navigable waters; but (2) that the right to recover damages in an admiralty court was abrogated under the present circumstances. *Grant Smith-Porter Ship Co. v. Rhode* (1922) 42 Sup. Ct. 157.

A contract to build a ship is not a maritime contract. *Roach v. Chapman* (1859, U. S.) 22 How. 129. So the Supreme Court has definitely answered the contention, sustained in some cases, that a tort, to be within the admiralty jurisdiction, must not only have been committed upon navigable waters, but must also have had some connection with a ship as an instrument of commerce. See Hughes, *Admiralty* (2d ed. 1920) 215. In deciding that the admiralty remedy had been displaced by the statutory compensation, the court did not question the soundness of the much criticized case of *So. Pacific Co. v. Jensen* (1917) 244 U. S. 205, 37 Sup. Ct. 524; see COMMENTS (1917) 27 YALE LAW JOURNAL, 255. It held merely that the necessity for a uniform maritime law, decisive of the prior case, was not such as to abrogate the contract for compensation when the ship had not become an instrument of commerce. The decision indicates an intention to restrict the doctrine of the *Jensen* case to the narrowest limits.

DEBTOR AND CREDITOR—REDEMPTION OF SECURITIES WITH DEPRECIATED CURRENCY.—In 1914 the plaintiffs, a British bank, obtained from the defendants, a Russian bank, a loan of 750,000 Russian roubles, on security of certain bonds. At the time of the loan the 750,000 Russian roubles represented £78,206, but subsequently, owing to an inflated paper currency, the same number of roubles represented about 13 shillings (in bread-purchasing value). The plaintiffs brought an action for the redemption of the securities. *Held*, that the loan was repayable in paper roubles issued by the authority of the Russian government and in use at the time of the action. *British Bank for Foreign Trade v. Russian Commercial Industrial Bank* (1921, Ch.) 38 T. L. R. 65.

Where there is a depreciated currency the computation of damages in foreign exchange gives rise to diversity of opinion. See COMMENTS (1921) 31 YALE LAW JOURNAL, 198. The Court in the instant case held that there had been no default, and consequently no question of damages; it was a case of giving effect to the terms of an unfortunate contract.

EQUITY—LABOR CONTRACT—INJUNCTION AGAINST EMPLOYERS.—In May 1919 the plaintiff workers' union and the defendant manufacturers' association entered into a contract, to be operative until June 1922, providing for week-work payment of laborers and for a 44 hour week. In June 1921 the parties entered an agreement providing for a method of arbitration and final settlement of disputes. In October 1921 the defendants issued an order to their members to establish working conditions contrary to the provisions of the May 1919 agreement. This order went into effect in November 1921. The plaintiffs sought to enjoin the defendants from violating the terms of the May 1919 agreement. The defendants maintained that the June 1921 agreement had supplanted the May 1919 agree-